

COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR CONTINUATION-IN-PART APPLICATION

AS A BELOW-NAMED INVENTOR, I HEREBY DECLARE THAT:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if more than one name is listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Liposomal Benzoquinazoline Thymidylate Synthase Inhibitor Formulations  
the specification of which

(check one) ☐ is attached hereto  
☒ was filed on June 6, 2001

as application serial no. 09/875,713 and  
was amended on \_\_\_\_\_ (if applicable).

I HAVE REVIEWED AND UNDERSTAND THE CONTENTS OF THE ABOVE-IDENTIFIED SPECIFICATION, INCLUDING THE CLAIMS, AS AMENDED BY ANY AMENDMENT REFERRED TO ABOVE.

I acknowledge and understand that I am an individual who has a duty to disclose information which is material to the patentability of the claims of this application in accordance with Title 37, Code of Federal Regulations, §§ 1.56(a) and (b) which state:

"(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability

is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and

- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

- (2) It refutes, or is inconsistent with, a position the applicant takes in:

- (i) Opposing an argument of unpatentability relied on by the Office, or

- (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability."

I do not know and do not believe this invention was ever known or used in the United States of America before my or our invention thereof, or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to said application. This invention was not in public use or on sale in the United States of America more than one year prior to this application. This invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on any application filed by me or my legal representatives or assigns more than six months prior to this application.

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below, and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner

provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) and (b) set forth above which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application Serial No.: 60/210,592  
Filing Date: 6/9/00  
Status (patented, pending, abandoned): pending

Application Serial No.: \_\_\_\_\_  
Filing Date: \_\_\_\_\_  
Status (patented, pending, abandoned): \_\_\_\_\_

Application Serial No.: \_\_\_\_\_  
Filing Date: \_\_\_\_\_  
Status (patented, pending, abandoned): \_\_\_\_\_

Application Serial No.: \_\_\_\_\_  
Filing Date: \_\_\_\_\_  
Status (patented, pending, abandoned): \_\_\_\_\_

As to the subject matter of this application which is common to said earlier application, I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to said earlier application, or in public use or on sale in the United States of America more than one year prior to said earlier application; that said common subject matter has not been patented or made the subject of an inventor's certificate issued before the date of said earlier application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to said earlier application; and that the earliest application(s) for patent or inventor's certificate on said invention filed by me or my legal representatives or assign in any country foreign to the United States of America is identified below, as well as all other such applications (if any) filed more than twelve months prior to the filing date of this application:

None

The priority of the earliest application(s) (if any) filed within a year prior to said pending prior application is hereby claimed under 35 U.S.C. § 119.

As to the subject matter of this application which is not common to said earlier application, I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to the date of this application, or in public use or on sale in the United States of America more than one year prior to the date of this application, and that said subject matter has not been patented or made the subject of an inventor's certificate issued in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to the date of this application, and that the earliest application(s) for patent or inventor's certificate on said subject matter filed by me or my legal representatives or assigns in any country foreign to the United States of America is identified below, as well as all other such application(s) (if any) filed more than twelve months prior to the filing date of this application:

None

The priority of the earliest application(s) (if any) filed within a year to this application is hereby claimed under 35 U.S.C. § 119.

I hereby appoint the following attorneys and agents to prosecute that application and to transact all business in the Patent and Trademark Office connected therewith and to file, to prosecute and to transact all business in connection with all patent applications directed to the invention:

Max D. Hensley - Reg. No. 27,043  
Mark L. Bosse - Reg. 35,071

Diane Cruz - Reg. No. 33,960

and: \_\_\_\_\_

Address all correspondence to: Diane Cruz

GILEAD SCIENCES, INC.  
333 Lakeside Drive  
Foster City, CA 94404

Address all telephone calls to: Diane Cruz at 303-546-7612.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of

the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name Inventor: Claudine S. Ashvar

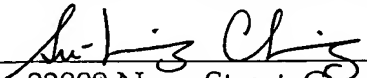
Signature:  Date: 8/23/01

Residence: 4605 Cahuenga Blvd., #211, Toluca Lake, California 91602

Citizenship: Iran

Post Office Address: Same as Above

Full Name Inventor: Su-Ming Chiang

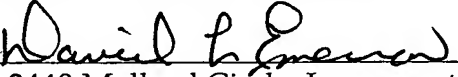
Signature:  Date: 8/23/01

Residence: 22009 Napa Street, Canoga Park, California 91304

Citizenship: United States

Post Office Address: Same as Above

Full Name Inventor: David L. Emerson

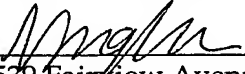
Signature:  Date: 8/31/01

Residence: 2440 Mallard Circle, Longmont, Colorado 80501

Citizenship: United States

Post Office Address: Same As Above

Full Name Inventor: Ning Hu

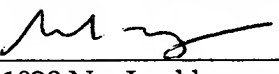
Signature:  Date: 8/23/01

Residence: 8539 Fairview Avenue, San Gabriel, California 91775

Citizenship: China

Post Office Address: Same As Above

Full Name Inventor: Gerard M. Jensen

Signature:  Date: 8/23/01

Residence: 1020 No. Lockhaven Street, Brea, California 92621

Citizenship: United States

Post Office Address: Same As Above

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: Claudine S. Ashvar et al.  
Serial No.: 09/875,713  
Filed : June 6, 2001  
Title : LIPOSOMAL BENZOQUINAZOLINE THYMIDYLATE SYNTHASE  
INHIBITOR FORMULATIONS

1185 Avenue of the Americas  
New York, New York 10036

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

**REVOCATION OF POWER OF  
ATTORNEY AND APPOINTMENT OF NEW  
ATTORNEYS AND NOTICE OF CHANGE OF ADDRESS**

OSI PHARMACEUTICALS, INC., the assignee of the above-identified application by virtue of an assignment from Gilead Sciences, Inc., a copy of which is attached as **Exhibit A** and which was filed for recordation on July 3, 2002, which was an assignee by virtue of an assignment from the inventors of the subject application, namely Claudine S. Ashvar, Su-Ming Chiang, David L. Emerson, Ning Hu and Gerard M. Jensen, a copy of which is attached as **Exhibit B** and which was recorded by the U.S. Patent Office on September 24, 2001 at Reel 012191, Frames 0411-0414, hereby revokes all powers of attorney previously granted and appoints the following attorneys: John P. White (Reg. No. 28,678); Christopher C. Dunham (Reg. No. 22,031); Norman H. Zivin (Reg. No. 25,385); Jay H. Maioli (Reg. No. 27,213); William E. Pelton (Reg. No. 25,702); Robert D. Katz (Reg. No. 30,141); Peter J. Phillips (Reg. No. 29,691); Wendy E. Miller (Reg. No. 35,615); Richard S. Milner (Reg. No. 33,970); Robert T. Maldonado (Reg. No. 38,232); Paul Teng (Reg. No. 40,837); Richard F. Jaworski (Reg. No. 33,515); Alan J. Morrison (Reg. No. 37,399); Mark A. Farley (Reg. No. 33,170); Pedro C. Fernandez (Reg. No. 41,741);

Applicants: Claudine S. Ashvar et al.  
Serial No.: 09/875,713  
Filed : June 6, 2001  
Page 2

Gary J. Gershik (Reg. No. 39,992); Alan D. Miller (Reg. No. 42,889); and Christine S. Nickles (Reg. No. 51,103); and each of them, all c/o Cooper and Dunham LLP of 1185 Avenue of the Americas, New York, New York 10036 (Tel. (212) 278-0400), its attorneys, each with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, to transfer all business in the U.S. Patent and Trademark Office connected therewith and to file any International Applications which are based thereon under the provisions of the Patent Cooperation Treaty.

Please address all communications and direct all telephone calls regarding this application to:

JOHN P. WHITE  
COOPER & DUNHAM LLP  
1185 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036  
TEL. (212) 278-0400

I certify that I am authorized to sign this Revocation of Power of Attorney and Appointment of New Attorneys on behalf of OSI PHARMACEUTICALS, INC.

OSI PHARMACEUTICALS, INC.

by: Arthur M. Bruskin  
Arthur M. Bruskin, Ph.D.  
Executive Vice President  
58 South Service Rd.  
Melville, NY 11747  
United States of America  
Assignee of Record

Date: 8/21/02



RECEIVED

NOVEMBER 29, 2001

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

GILEAD SCIENCES, INC  
MARK L. BOSSE  
333 LAKESIDE DRIVE  
FOSTER CITY, CA 94404



\*101856813A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/24/2001

REEL/FRAME: 012191/0411  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR: ✓  
ASHVAR, CLAUDINE S.

DOC DATE: 08/23/2001 ✓

ASSIGNOR: ✓  
CHIANG, SU-MING

DOC DATE: 08/23/2001 ✓

ASSIGNOR: ✓  
EMERSON, DAVID L.

DOC DATE: 08/31/2001 ✓

ASSIGNOR: ✓  
HU, NING

DOC DATE: 08/23/2001 ✓

ASSIGNOR: ✓  
JENSEN, GERARD M.

DOC DATE: 08/23/2001 ✓

ASSIGNEE: ✓  
GILEAD SCIENCES, INC. ✓  
333 LAKESIDE DRIVE  
FOSTER CITY, CALIFORNIA 94404



012191/0411 PAGE 2

SERIAL NUMBER: 09875713 ✓  
PATENT NUMBER:

FILING DATE: 06/06/2001 ✓  
ISSUE DATE:

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

09-27-2001



101856813

## RECORDATION FORM COVER SHEET

Patent and Trademark Office

ILY 9.24.01

The Honorable Commission

Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

- ) Claudine S. Ashvar
- ) Su-Ming Chiang
- ) David L. Emerson
- ) Ning Hu
- ) Gerard M. Jensen

Original name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other

 Filing Date: (1)(2)(4)(5) August 23, 2001  
 (3) August 31, 2001

Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

 A. Patent Application No.(s)  
 09/875,713

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark L. BosseInternal Address: GILEAD SCIENCES, INCStreet Address: 333 Lakeside DriveCity: Foster City State: CA ZIP: 944046. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00☒ Authorized to be charged to deposit account

8. Deposit account number:

07-1250

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.

 Mark L. Bosse, Reg. No. 35,071  
 Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

## ASSIGNMENT

THIS ASSIGNMENT, by David L. Emerson (hereinafter referred to as the assignor), residing at 2440 Mallard Circle, Longmont, Colorado 80501 respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in  
**LIPOSOMAL BENZOQUINAZOLINE THYMIDYLATE SYNTHASE**  
**INHIBITOR FORMULATIONS**

set forth in an application for Letters Patent of the United States, ☐ having an oath or declaration executed on even date herewith: ☐ bearing Serial No. 09/875,713 and filed on June 6, 2001 and

WHEREAS, GILEAD SCIENCES, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Lakeside Drive, Foster City, CA 94404, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$ 1.00 ) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent abovementioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successor, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventors and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date August 31, 2001 Name of Inventor David L. Emerson  
 David L. Emerson

August 31, 2001 Evelyn E. Book, Notary State of  
Evelyn E. Book Colorado  
County of B/c

## CERTIFICATE OF ACKNOWLEDGMENT

State of California

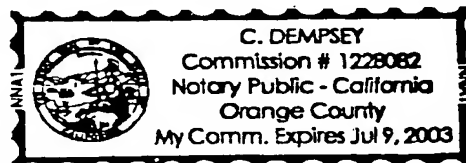
} ss.

County of Los Angeles

On August 23, 2001, before me, C. Dempsey, Notary Public, personally appeared **Claudine S. Ashvar, Su-Ming Chiang, Ning Hu, and Gerard M. Jensen**, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

C. Dempsey



Attachment: U.S. Patent Assignment – Liposomal Benzoquinazoline  
Thymidylate Synthase Inhibitor Formulations – Serial No.  
09/875,713, filed June 6, 2001

**ASSIGNMENT**

THIS ASSIGNMENT, by Claudine S. Ashvar, Su-Ming Chiang, Ning Hu and Gerard M. Jensen  
(hereinafter referred to as the assignors), residing at 4605 Cahuenga Blvd., #211, Toluca Lake, California 91602; 22009 Napa Street, Canoga Park, California 91304; 8539 Fairview Avenue, San Gabriel, California 91775 and 1020 No. Lockhaven Street, Brea, California 92621 respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in

**LIPOSOMAL BENZOQUINAZOLINE THYMIDYLATE SYNTHASE****INHIBITOR FORMULATIONS**

set forth in an application for Letters Patent of the United States, ☐ having an oath or declaration executed on even date herewith: ☐ bearing Serial No. 09/875,713 and filed on June 6, 2001 and

WHEREAS, GILEAD SCIENCES, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Lakeside Drive, Foster City, CA 94404, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$ 1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent abovementioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successor, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventors and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

|                     |  |
|---------------------|--|
| Date <u>8/23/01</u> | Name of Inventor <u>Claudine S. Ashvar</u> |
| Date <u>8/23/01</u> | Name of Inventor <u>Su-Ming Chiang</u>     |
| Date <u>8/23/01</u> | Name of Inventor <u>Ning Hu</u>            |
| Date <u>8/23/01</u> | Name of Inventor <u>Gerard M. Jensen</u>   |

Applicant Fang, et al.  
Client OSI(1919) File No. 66771, 66600 Atty. JPW/GIG/JBC  
Date July 3, 2002 66766, 66767, 66772

Kindly acknowledge receipt of the accompanying

AP

Form PTO-1595 (Substitute) Requesting Recordation of Assignment of United States Application:

TO: OSI Pharmaceuticals, Inc.

FROM: Gilead Sciences, Inc.

Serial Nos.: 09/486,309; 09/875,713; 09/903,101; 09/552,214 and PCT/US01/18224;  
08/258,136; 09/068,185; 09/638,945; 08/237,084 and 08/737,032

Patent Nos.: 5,559,235; 6,143,891; 6,284,891; 5,491,237 and 6,063,923  
including signed Assignment (3 pages), Form PTO-1595 and Certificate of Mailing dated July 3, 2002.

by placing your receiving date stamp hereon and returning to us.

OFFICE OF PUBLIC RECORDS

2002 JUL -8 AM 8:36

FINANCE SECTION



COOPER & DUNHAM LLP

1185 AVENUE OF THE AMERICAS JUL 18 2002

NEW YORK, N.Y. 10036

10036/2815



Original Postcard  
located in dkt. NO. 6667

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is being entered into by GILEAD SCIENCES, INC., a Delaware corporation having a place of business at 333 Lakeside Drive, Foster City, CA 94044 ("Assignor"), to assign ownership of certain patents and patent applications to OSI PHARMACEUTICALS, INC., a Delaware corporation having a place of business at 58 South Service Road, Melville, New York 11747 ("Assignee"):

WHEREAS Assignor is an owner of the letters patent and patent applications listed on Attachment A (collectively, the "Patents"); and

WHEREAS Assignor has agreed with Assignee for the transfer to it all of Assignor's right, title and interest in and to said Patents, and the inventions therein.

NOW THEREFORE, in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor hereby assigns and transfers to Assignee Assignor's right, title and interest in said inventions and said Patents, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said Patents, or issues, renewals, revivals, reexaminations or extensions of said Patents, and all rights under all applicable intellectual property treaties and conventions, and the full benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights of Assignor to damages, profits or recoveries of any nature for past infringement of said Patents, and the payment of any and all maintenance fees, taxes, and the like, TO HOLD the same unto and to the use of Assignee, its successors and assigns during the residue of the respective terms for which the said Patents were or will be granted and during any such terms, and for any and all rights extending from said divisions, continuations, continuations-in-part, reissues, renewals, revivals, reexaminations and extensions.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents to Assignee.

AND Assignor hereby requests the Commissioner of Patents to issue, to Assignee, any and all Letters Patent of the United States arising from such Patents for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Executed at Foster City, CA this 21st day of December 2001

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mark L. Perry

Executive Vice President, Operations